

**ITEL**

1 5639

RECORDATION NO. \_\_\_\_\_ FILED 1188

April 29, 1988

MAY 13 1988 - 11 15 AM

**IteI Rail Corporation**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

**INTERSTATE COMMERCE COMMISSION**

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

**Re: Lease Assignment and Assumption Agreement dated as of  
January 19, 1988, among Evans Transportation Company, Evans  
Railcar Leasing Company and IteI Rail Corporation**

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument, in four  
(4) counterparts, is hereby submitted for filing and recording  
pursuant to 49 U.S.C. Section 11303(a), along with the \$13  
recordation fee.

Please record this Lease Assignment under a new recordation  
number.

The parties to the aforementioned instrument are listed below:

IteI Rail Corporation (Assignee)  
55 Francisco Street  
San Francisco, California 94133

Oklahoma, Kansas and Texas Railroad Company (Lessee)  
701 Commerce Street  
Dallas, Texas 75202

This Assignment covers fifty (50) boxcars bearing reporting marks  
OKKT 70000-70049.

Please return to the undersigned the stamped counterparts not  
required for filing purposes, together with the ICC fee receipt  
and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Department

PS:  
Enclosures

980000-382  
GEB 15/20  
03/16/88-1

1 5639  
RECORDATION NO. \_\_\_\_\_ FILED 1230

MAY 13 1988 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

**ITEL RAIL CORPORATION**  
**LEASE ASSIGNMENT (50 RAILCARS-OKT LEASE)**

**LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT** dated as of January 19, 1988, by and among Evans Transportation Company and Evans Railcar Leasing Company, Illinois corporations (collectively "Assignor"), and Itel Rail Corporation, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the railcars (the "Sale Railcars") listed on Exhibit A to the letter agreement dated as of January 11, 1988, between Assignee, Assignor and Equitable Bank, N.A. (the "Letter Agreement"), on the terms and conditions set forth in the Letter Agreement; and


**WHEREAS**, the Sale Railcars were subject to a lease dated as of November 1, 1982 between Assignor and Oklahoma, Kansas and Texas Railroad Company, as amended, (the "Customer Lease"), and the Customer Lease has expired by its terms in or around November, 1987, but certain rights and benefits of the lessor under the Customer Lease may survive the termination thereof; and

**WHEREAS**, Assignor desires to assign the Customer Lease to Assignee.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee the Customer Lease and all of Assignor's right, title and interest in and to the Customer Lease on and after the date hereof subject, however, to the Customer Lease and all the terms, covenants, conditions and provisions thereof and without recourse against Assignor. Assignor makes no representation, either express or implied, respecting the validity or enforceability of the Customer Lease or any provision thereof.

EVANS TRANSPORTATION COMPANY

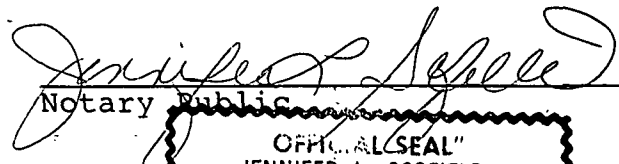
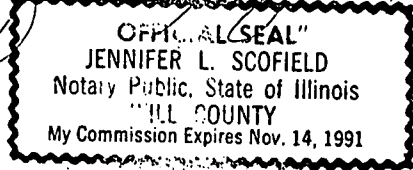
By:   
Vice President

EVANS RAILCAR LEASING COMPANY

By:   
Vice President

STATE OF ILLINOIS     )  
                                      )   ss  
COUNTY OF COOK        )

BE IT REMEMBERED that on this 25<sup>th</sup> day of March, 1988, before me, a Notary Public of the State of Illinois, personally appeared Richard F. Dessimoz, who, being by me duly sworn according to law, on his oath did depose and make proof to my satisfaction that he is a Vice President of Evans Transportation Company and of Evans Railcar Leasing Company and that he signed, sealed and delivered the foregoing instrument as the voluntary acts and deeds of said corporations.

  
Notary Public  


LEASE

AGREEMENT made and entered into this 1st day November, 1982 of between

EVANS RAILCAR LEASING COMPANY  
an Illinois corporation (hereinafter called "Evans")

and

OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY  
(hereinafter called "Lessee")

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the rentals, terms and conditions as set forth in this Lease.

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and hereby Tease from Evans that number of railroad cars, of the type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in the applicable Schedules of this Lease and as is set forth in Schedules which may from time to time be added to this Lease. The Cars covered by this Lease are those which shall be delivered to and accepted by or on behalf of Lessee pursuant to the terms hereof. This Lease shall become effective with respect to any Car as of the date specified in the applicable Schedules and shall continue with respect to such Car for the term provided in the Schedule covering such Car unless sooner terminated as hereinafter provided. Evans shall deliver Cars f.o.t., at the delivery point specified in the Schedule covering such Cars and from and after such delivery, if any action by Lessee either oral or written cause cars to be routed in such a manner as to incur transportation cost; Lessee shall pay all costs and expenses on account of transportation or movement of the Cars to and from any place and for any reason whatsoever, except when Evans may require Lessee to deliver Cars to a place designated by Evans for the performance of maintenance or repairs on the Cars; Evans will pay all freight expenses.

2. Rental. It is intended that the rental payable by Lessee to Evans under this Lease shall be paid from the car hire payments including but not limited to the mileage charges, straight car hire charges and incentive car hire charges (if any) payable to Lessee on account of the cars while and only if the cars are offline. Rental per car shall be at the percentages specified in the applicable Schedules. Payments shall be monthly within ninety (90) days after the month the car hire is earned.

3. Acceptance of Cars. Within three (3) days after Evans shall give Lessee notice that some or all Cars covered by a Schedule are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point of delivery and accept or reject them as being or failing to be in compliance with the terms hereof. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall be conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee. It is agreed between Evans and the Lessee that Cars presently in the possession of the Lessee as of the effective date of this Lease shall be conclusively deemed delivered to and accepted by Lessee.

4. Records. Lessee shall keep records of and monitor the use and movements of all Cars and shall provide to Evans all information and copies of all records and reports, pertaining to the Cars received by Lessee or available to it. Evans shall have the right at any time and from time to time to audit and verify any such information, records and reports and other data pertinent hereto and Lessee shall cooperate with and assist Evans in any such audit or verification. Lessee will take all appropriate action to record and register the Cars as necessary.

5. Use - Lettering. Lessee shall use the Cars in a careful and prudent manner in compliance with all Interchange Rules and solely for the uses for which they were designed. From and after the delivery of a Car to Lessee, so long as Lessee shall not be in default hereunder, Lessee shall be entitled to the use of the Car for the full term of this Lease, but within the continental limits of the United States of America except for incidental use within Canada or Mexico. Except for the lettering to be placed on the Cars by Evans prior to delivery indicating the interest of Lessee, Evans and any assignee or mortgagee of Evans as permitted in Paragraph 11 hereof, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Evans. Lessee shall give preference and shall load the Cars prior to loading similar railroad cars leased from other parties or purchased by Lessee subsequent to the date of this Lease or interchanged with the other railroads, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request to shippers on its railroad tracks, and provided further, Lessee shall not have to give priority to the loading of the Cars at the expense of unreasonably disrupting Lessee's normal operations.

6. Repair Work. Except as otherwise provided herein, Evans shall at its sole cost and expense perform all Repair Work or authorize or cause same to be done. Lessee shall at its sole cost and expense perform or cause to be performed all Repair Work required by reason of the negligence of Lessee or an affiliate of Lessee. Evans shall have a duty to promptly perform Repair Work for which it is responsible, but such obligation shall not commence until Evans is informed of the need

for such Repair Work. Evans may require Lessee to return Cars for preventive maintenance or Repair Work and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for Repair Work of any kind.

X 7. Casualty Cars. Except as noted to the contrary Lessee shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair and shall within thirty (30) days after the occurrence of any such event, pay to Evans the amount provided in the applicable Casualty Car Schedule attached to and made a part of this agreement. [With respect to cars subject to a "TBT Agreement" (cars listed in Schedule 1 and any cars hereafter added to this lease for which tax benefits have been sold pursuant to a "TBT Agreement"), Evans shall bear the risk of and be responsible for any such car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car"), except with respect to any such Car which is lost, stolen, destroyed or damaged on the lines of Lessee. All Cars which become Casualty Cars as defined in the previous sentence while off Lessee's line shall be valued for settlement in the amount provided in the Interchange Rules to be paid for such Casualty Car. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All payments for Repair Work or in connection with the loss of any Casualty Car due from third parties shall be assigned to and belong to Evans and Lessee shall cooperate with Evans in the prosecution and collection of all claims therefor.

8. Indemnities. Evans agrees to indemnify Lessee and hold it harmless from any loss, expense or liability which Lessee may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession, or operation of the Cars while subject to this Lease, excepting only any such loss, expense or liability which arises from Lessee's negligence or which arise as a result of the operation of the Cars on Lessee's lines and Lessee shall indemnify Evans for such loss, expense or liability. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

9. Taxes. Evans shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the Cars except that Lessee shall be liable for and pay such taxes when the Cars bear reporting marks other than Evans'. Lessee shall be liable at all times for and shall pay or reimburse Evans for payment of (i) all Federal, State or Local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars. Notwithstanding (ii) above, it is further understood that if any of the cars are used in Mexico during the term of this Lease, any tax assessed

by that country and/or any governmental subdivision therefor as a tax on the per diem earned while the cars are in Mexico shall be borne by Evans and Lessee in the same proportion as the offline per diem earnings are shared by Evans and Lessee.

10. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof, or upon the election of Evans as hereinafter provided. Except as provided in Schedule 6, in the event of a default or breach by either party, the other party may elect to terminate this Lease with respect to less than all of the cars. In the event that the rental payable to Evans during any quarter averages less than the minimum specified in the applicable Schedules, then Evans may at its option upon thirty (30) days notice terminate this Lease in its entirety, or terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto, provided however, that prior to such termination by Evans, Lessee shall have the option of paying an amount equal to the difference between the amount Evans actually received during said calendar quarter and the minimum rental specified in the applicable Schedule. In the event that the minimum earnings on the Cars during any quarter, average less than the minimum earnings specified in the applicable Schedule, Lessee may at its option upon thirty (30) days notice to Evans terminate this Lease in its entirety, or terminate the Lease as to any or all of the Cars subject to this Lease or any Schedule hereto. Lessee shall at the termination of the Lease with respect to any Cars return such Cars to Evans in the same condition (except to Casualty Cars) in which the Cars were furnished and maintained by Evans during the term hereof, ordinary wear and tear excepted. This Lease may be terminated as to all Cars or as to any group of Cars covered by a Schedule without termination of the Lease as to Cars covered by any other Schedule. From and after termination of this Lease with respect to any Car and until its return to Evans all amounts earned by such Car shall be paid to Evans as additional rental for use of the Cars during the term hereof.

11. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan the Cars without the prior written consent of Evans.

(b) all rights of Evans under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part and Evans agrees to give notice to Lessee within 30 days of such assignment, pledge, mortgage, transfer or other such disposition. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the cars heretofore or hereafter created by Evans.



If Evans shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Evans shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

12. Default. If Lessee or Evans shall fail to make any payment required hereunder within five (5) days after same shall have become due or shall breach any representation or warranty contained herein or shall default or fail for a period of ten (10) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Lessee or Evans under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Lessee or Evans or their property, or Lessee or Evans shall make a general assignment for the benefit of creditors, then and in any of said events Evans or Lessee, as the case may be, may in addition to all other rights and remedies provided in law of equity, upon written notice to such effect, terminate this Lease in its entirety or with respect to any group of Cars with respect to which said default has occurred and thereafter recover any and all damages sustained by reason of Lessee's or Evans' default. The obligation to pay rental then or thereafter due or any other sum or sums due and unpaid or any damages suffered by reason of Lessee's or Evans' default hereunder shall survive the termination of the Lease and the retaking of the Cars.

13. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by Evans to keep and maintain the Cars in good working order and repair.

"Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time be the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

"Offline Earnings" - shall be defined as those car hire earnings generated while cars are off the MKT/OKT system.

"TBT Agreement" - shall be for any agreement which transfers its investment tax credit and/or accelerated depreciation on any cars to a third party irrespective of the actual ownership of the equipment.

14. Representations. Lessee and Evans respectively covenant, warrant and represent that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

- (a) Each party is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder.
- (b) This Lease has been duly executed on behalf of each party and constitutes the legal, valid and binding obligation of the respective parties enforceable in accordance with its term.
- (c) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of either party in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgement order or regulation, or any indenture or agreement binding upon either party; and
- (d) Neither party nor their respective counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of Evans or its assignee or mortgagee in the United States of America.

Upon request of Evans or its assignee or mortgagee at any time or times, Lessee shall deliver to Evans an opinion of its counsel addressed to Evans or its assignee or mortgagee, in form and substance satisfactory to Evans or its assignee or mortgagee, which opinion shall confirm the matters set forth in this Paragraph 14 (a) through (d).

15. Miscellaneous.

- (a) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.
- (b) Any notice required or permitted to be given by one party to another hereunder shall be properly given when made in writing, deposited in the United States Mail, registered or certified, postage prepaid addressed to:

Evans at: East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Lessee at:

or such other address as either party may from time to time designate by such notice in writing to the other.

- (c) Lessee shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect Evans' title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. Lessee shall take all action requested by Evans to confirm Evans' interest in the Cars as Lessor and that Lessee has no interest in the Cars other than as Lessee hereunder.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars.
- (e) During the continuance of this Lease, Evans shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or time wherever the Cars may be. Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans two (2) copies of an accurate inventory of all Cars in service.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Lease  
as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By: 

Secretary

OKLAHOMA, KANSAS & TEXAS  
RAILROAD COMPANY .

By: 

W. H. Zerkel  
V.P. President

(CORPORATE SEAL)

ATTEST:

By: 

ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: 

Curtis C. Tatham,  
Senior Vice President  
Marketing


STATE OF ILLINOIS  
COUNTY OF COOK

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is \_\_\_\_\_ President of EVANS RAILCAR LEASING COMPANY, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF TEXAS  
COUNTY OF DALLAS

On this 23rd day of December, 19 82, before me personally appeared W. H. Zeidel, to me personally known, who being by me duly sworn, says that he is Vice President of Oklahoma, Kansas and Texas Railroad Company, and J. T. Bass personally known to me to be the \_\_\_\_\_ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public, Virginia A. Schoeneberger  
in and for the State of Texas.

My Commission expires March 24, 1986.

EXHIBIT A

Schedule 1 to Lease dated November 1, 1982, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee").

CERTIFICATE OF ACCEPTANCE

Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts \_\_\_\_\_ (\_\_\_\_) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY  
OWNER AND LESSOR

Title to this Car subject to documents recorded  
under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

\_\_\_\_\_  
Lessee

CASUALTY CAR SCHEDULE

CASUALTY OR DESTROYED CAR VALUE

<u>For Cars on:</u>	<u>1st</u> <u>12 Months</u>	<u>2nd</u> <u>12 Months</u>	<u>3rd</u> <u>12 Months</u>	<u>4th</u> <u>12 Months</u>	<u>5th</u> <u>12 Months</u>
Schedule #1					
Schedule #2					
Schedule #3					
Schedule #4					
Schedule #5					
Schedule #6					

EVANS' LOT NO. 2001-04

SCHEDULE 4

Page 1 of Schedule 4 dated November 1, 1982 to Lease dated November 1, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 50'6" 70-ton XM Boxcars built 1/82 with an Umler value of \$43,001

NUMBER OF CARS:

50

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non Corrosive Commodities

REPORTING MARKS AND NUMBERS:

OKKT (number to be advised)

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Nearest interchange point on the OKKT



Page 2 of Schedule 4 dated November 1, 1982 to Lease dated November 1, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY ("Lessee").

LEASE TERM: 36 months beginning November 1, 1982

MONTHLY RENTAL:

MINIMUM RENTAL:

The minimum rentals calculated will be based on fiscal quarterly averages, fiscal year beginning November 1. Any excesses earned will be carried forward and used in the calculation of average earnings of subsequent quarters.

MINIMUM EARNINGS:

OPTIONS:

At the end of the initial 36 month lease term, Lessee may extend this agreement, upon 90 days written notification, for either 5 years or 10 years with rentals equal to

SPECIAL TERMS:

All costs to restencil the cars or freight costs to deliver the cars to the nearest connecting OKKT interchange point for initial loading, will be the expense of Evans.

(CORPORATE SEAL)

ATTEST:

By:

Secretary

OKLAHOMA, KANSAS & TEXAS RAILROAD  
COMPANY

By:

W. H. Zeidel  
Vice President

(CORPORATE SEAL)

ATTEST:

By:

ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By:

Curtis C. Tatham  
Senior Vice President Marketing

Lot: 2001-01  
2001-02  
2001-03  
2001-04  
2001-05

FIRST AMENDMENT DATED May 29, 1985

FIRST AMENDMENT dated as of May 29, 1985 to Schedules 1, 2, 3, 4, & 5 dated November 1, 1982 ("Schedule 1, 2, 3, 4, & 5") of that certain Railroad Car Lease Agreement dated November 1, 1982 ("Lease") by and between EVANS RAILCAR LEASING COMPANY, as Lessor ("Evans") and OKLAHOMA, KANSAS & TEXAS RAILROAD COMPANY, as Lessee ("OKT").

W I T N E S S E T H:

WHEREAS, pursuant to the Lease and Schedule 1, 2, 3, 4 & 5, currently leases two-hundred seven (207), seventy-seven (77), twenty-two (22), fifty (50), and forty-four (44) 50' 6" 70-ton XM boxcars respectively ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend Schedules 1, 2, 3, 4, & 5 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

- Nov 1, 87 -  
terminated
1. The terms of the Schedule shall be extended for two (2) years commencing February 15, 1986, November 26, 1985, November 22, 1985, November 1, 1985, November 3, 1985 respectively ("Extended Terms")
  2. The monthly rental for the Extended Terms shall be sixty percent (60%) of off-line earnings to the account of Evans.

Except to the extent hereby or heretofore modified or amended, the terms and conditions of Schedules 1, 2, 3, 4, & 5 and of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Evans and OKT have entered into this First Amendment this 29th day of May, 1985.

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
Secretary

OKLAHOMA, KANSAS & TEXAS  
RAILROAD COMPANY

By: Shannon A. Ford  
Vice President

(CORPORATE SEAL)

ATTEST:

By: Laurence P. Prange  
Laurence P. Prange  
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: William M. Sheehan  
William M. Sheehan  
Vice President Marketing

STATE OF TEXAS  
COUNTY OF GRAYSON

On this day, June 10, 1985, personally appeared before me T. G. Todd,  
Vice President-Operations, Missouri-Kansas-Texas Railroad Company, who  
states that the foregoing was executed by him for the purposes and  
considerations therein expressed.

  
Notary Public

My commission expires 4/27/88.